

Panaji, 5th October, 2023 (Asvina 13, 1945)

SERIES II No. 27

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

### GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

#### Order

No. 2/14/95/Agri(Part)Vol.II/1061

Government is pleased to order the transfer of the following Assistant Agriculture Officers, Group 'B' Gazetted of this Directorate as indicated below against their names with immediate effect:

Sr. No.	Name of the Officer	Place of present posting	Place of posting on transfer
1.	Kum. Jovita Rosada Siqueira	Zonal Agriculture Office, Margao	Zonal Agriculture Office, Quepem, against the vacant post under the B.H.: 2401-00-001-02-01 Salaries.
2.	Shri Nilesh alias Madhavrao Daulatrao Khanvilkar	Farm Superintendent Office, Kalay, Sanguem	Zonal Agriculture Office, Margao, vice Kum. Jovita Rosada Siqueira transferred.

This is issued with approval of Government vide entry No. 1386 dated 31-08-2023.

By order and in the name of the Governor of Goa.

*Nevil Alphonso*, Director (Agriculture) & ex officio Jt. Secretary.

Tonca, Caranzalem, 3rd October, 2023.

### Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

#### Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Jardim Tropical Co-operative Housing Maintenance Society Ltd., Survey No. 2 sub-division No. 11, Sangolda, Bardez, Goa, Pin 403114"-Goa is registered under code symbol No. RCSNZ2023240036.

*Harish S. Naik*, Asstt. Registrar (Co-operative Societies), North Zone.

Mapusa, 11th September, 2023.

## Certificate of Registration

"Jardim Tropical Co-operative Housing Maintenance Society Ltd., Survey No. 2 sub-division No. 11, Sangolda, Bardez, Goa, Pin 403114"-Goa has been registered on 11-09-2023 and its bears registration code symbol No. RCSNZ2023240036 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

*Harish S. Naik*, Asst. Registrar (Co-operative Societies), North Zone.

Mapusa, 11th September, 2023.

## Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Jewel Countryside Co-operative Housing Maintenance Society Ltd., Near Thivim Rly. Station, Sircaim, Bardez-Goa"-Goa is registered under code symbol No. RCSNZ2023240037.

*Harish S. Naik*, Asst. Registrar (Co-operative Societies), North Zone.

Mapusa, 14th September, 2023.

## Certificate of Registration

"Jewel Countryside Co-operative Housing Maintenance Society Ltd., Near Thivim Rly. Station, Sircaim, Bardez-Goa"-Goa has been registered on 14-09-2023 and its bears registration code symbol No. RCSNZ2023240037 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

*Harish S. Naik*, Asst. Registrar (Co-operative Societies), North Zone.

Mapusa, 14th September, 2023.

## Department of Education, Art &amp; Culture

## Directorate of Higher Education

## Notification

No. 7/32/91-EDN/MISC/535/8455

In exercise of the powers conferred by Statute SC-7 of the Goa University Statutes and in consultation with the Goa University, the

Government of Goa is pleased to constitute the College Tribunal, State of Goa with Ms. Dvijple V. Patkar, President, Administrative Tribunal, Panaji-Goa as Presiding Officer for a period of five years for the whole State of Goa for the purpose of the said Statute.

The Notification shall come into force with effect from the date of its publication in the Official Gazette.

By order and in the name of the Governor of Goa.

*Avelina D'sa E Pereira*, Under Secretary (Higher Education).

Porvorim, 27th September, 2023.

Directorate of Technical Education  
College Section

## Order

No. 16/26/86-EDN/Vol.I/2007

Approval of the Government is hereby conveyed to extend the tenure of Governing Committee/Advisory Committee of Goa College of Architecture, Altinho, Panaji for a period of 3 months with effect from 24-08-2023 to 23-11-2023 which was reconstituted vide Order No. 16/26/86-EDN/Vol.I/1174 dated 24-08-2020.

The roles and responsibilities mentioned in the above referred will remain unchanged.

This issues with the approval of Government vide U. O. No. 5354/F dated 08-09-2023.

By order and in the name of the Governor of Goa.

*Dr. Vivek B. Kamat*, Director (Technical Education) & ex officio Addl. Secretary.

Porvorim, 21st September, 2023.

## Department of General Administration

## Notification

No. 26/1/88-GAD/3496

Government is pleased to introduce a Single File System in the Directorate of Public Grievances, Panaji by declaring the "Director of Public Grievances" as "Ex-Officio Additional/Joint Secretary to the Government", with immediate effect, whereby the existing Department of Public Grievances at Secretariat shall cease to exist.

Consequently, all Secretariat work shall be handled by the Head of Department declared as Ex-officio Additional/Joint Secretary to the Government. All papers would originate from the Directorate and after obtaining orders from the Secretary/Minister, concerned papers would go back to the Head of Department for execution.

The existing Secretariat staff i.e. Section Officer, Assistant, Junior Assistant and MTS shall be posted in the Directorate of Public Grievances, Panaji under Single File System and shall be regulated under the following terms and conditions:-

- (i) The officer/officials are posted to render Secretarial assistance to the officer who has been declared as Ex-officio Additional/Joint Secretary and are required to carry out duties to assist Secretary of the respective Department.
- (ii) The officer/officials shall be under the direct administrative control of the officer who has been declared as Ex-officio Additional/Joint Secretary and shall form part of his personal staff.
- (iii) The service matters and conditions of service shall remain unchanged and shall continue to be controlled from General Administration Department from the Secretariat, including promotion, transfer, sanction of Earned Leave, all their advances like House Building, G.P.F., etc.
- (iv) All the officer/officials shall continue to draw their pay and allowances from the General Administration Department.
- (v) They are also liable for transfer to any other Secretariat Departments.

This issues with the approval of the Personnel Department, concurrence of Finance (R&C) Department vide their U.O. No. 1466190 dated 26-08-2023 and with the approval of the Council of the Ministers in the XXXIst meeting held on 08-09-2023 as conveyed vide letter No. 1/20/2023-GAD-II dated 12-09-2023.

By order and in the name of the Governor of Goa.

*Shaila G. Bhosle*, Under Secretary (GA-I).

Porvorim, 27th September, 2023.

## Department of Home Home—General Division

### Order

No. 21/7/2014-HD(G)/Part-I/2581

The Government of Goa, as a mark of respect and in order to pay homage to the "Father of the Nation", Mahatma Gandhi, has decided that all gaming operations at casinos in the State of Goa will remain closed on 02nd October, 2023.

In this regard, all the casino licensees shall stop the operation of the casinos in the State of Goa with effect from 00:00 hrs. of 2nd October, 2023 (i.e. intervening midnight of 1st and 2nd October, 2023) to 00:00 hrs. of 3rd October, 2023 (i.e. intervening midnight of 2nd and 3rd October, 2023) i.e. for the period of 24 hrs. on 2nd October, 2023.

The above directions shall be adhered to scrupulously.

By order and in the name of the Governor of Goa.

*Vivek K. Naik*, Under Secretary (Home-I).

Porvorim, 30th September, 2023.

## Department of Industries

### Corrigendum

No. 3/22/2023-IND/208

Read: 1. Order No. 3/22/2023-IND/189 dated 23-08-2023.

2. Order No. 3/22/2023-IND/190 dated 23-08-2023.

In partial modification to the orders read in preamble above, the expression "PM Vishwakarma Kaushal Samman (PM-Vikas) Scheme" mentioned in the first para may be substituted to read as "PM Vishwakarma Scheme".

The rest of the contents of the above referred Orders shall remain unchanged.

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Industries).

Porvorim, 27th September, 2023.

## Department of Labour

**Order**

No. 28/13/2023-LAB/632

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Ecoclean Systems and Solutions, Y-1, 5th Floor, Jairam Complex, Neugi Nagar, Panaji, Goa and it's workperson, Mrs. Carmelina D'Souza, Housekeeping Attendant, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

**SCHEDULE**

- (1) Whether the action of the management of M/s. Ecoclean Systems & Solutions, Neugi Nagar, Panaji, Goa, in terminating the services of Mrs. Carmelina D'Souza, Housekeeping Attendant, with effect from 29-04-2016, is legal and justified?
- (2) If not, to what relief the workperson is entitled?

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 12th September, 2023.

**Order**

No. 28/22/2023-LAB/650

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Glenmark Pharmaceuticals Limited, Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa and it's workmen, represented by the Glenmark Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10

of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

**SCHEDULE**

- (1) Whether the action of the management of M/s. Glenmark Pharmaceuticals Limited, Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa, in transferring the services of:
  - (1) Shri Nagaraj Desai, Officer, w.e.f. 18-01-2023.
  - (2) Shri Sunil Jadhav, Officer, w.e.f. 18-01-2023.
  - (3) Shri Sandeep Kutte, Officer, w.e.f. 19-01-2023.
  - (4) Shri Subodh Ghatkar, Officer, w.e.f. 18-01-2023.
  - (5) Shri Amit Ajgaonkar, Officer, w.e.f. 18-01-2023.
  - (6) Shri Upendra Kumar, Jr. Officer, w.e.f. 19-01-2023.
  - (7) Shri Prasad Naik, Jr. Officer, w.e.f. 19-01-2023.
  - (8) Shri Umesh Gunjal, Officer, w.e.f. 19-01-2023.
  - (9) Shri Rahul Kalgutkar, Jr. Officer, w.e.f. 20-01-2023.
  - (10) Shri Vivek Ukirade, Officer, w.e.f. 19-01-2023.
  - (11) Shri Harshad Sawant, Jr. Officer, w.e.f. 20-01-2023.
  - (12) Shri Mandar Kulye, Jr. Officer, w.e.f. 20-01-2023.
  - (13) Shri Gajanan Govanakappa, Jr. Officer, w.e.f. 18-01-2023.
  - (14) Shri Ghanshyam Gunggi, Officer, w.e.f. 18-01-2023.
  - (15) Shri Sangram Mohantey, Jr. Officer, w.e.f. 19-01-2023.
  - (16) Shri Vinod Desai, Officer, w.e.f. 20-01-2023.
  - (17) Shri Nitin Sharma, Officer, w.e.f. 19-01-2023.
  - (18) Shri Manjunath M., Jr. Officer, w.e.f. 19-01-2023.
  - (19) Shri Sandesh Bhatkhande, Jr. Officer, w.e.f. 19-01-2023.
  - (20) Shri Atul Patil, Officer, w.e.f. 19-01-2023, is legal and justified?
- (2) If not, what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 27th September, 2023.

**Order**

No. 28/24/2023-LAB/651

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Omni Impex Private Limited, Plot No. 64, 65, Pissurlem Industrial Estate, Honda, Sattari, Goa and its workmen, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

**SCHEDULE**

- (1) Whether the demand of the Union for payment of 20% bonus for the years 2017-18, 2018-19, 2019-20 and 2020-21 to the workers employed in their factory by the management of M/s. Omni Impex Private Limited, Pissurlem Industrial Estate, Honda, Sattari, Goa, is legal and justified?

- (2) If not, what relief the parties are entitled to?

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 27th September, 2023.

**Order**

No. 28/20/2023-LAB/652

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the Village Panchayat Siolim Marna, Siolim, Bardez, Goa and their workperson, Mrs. Swara S. Vaigankar, Computer Operator, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

**SCHEDULE**

- “(1) Whether the action of refusal of employment to Mrs. Swara S. Vaigankar, Computer Operator, by her employer Village Panchayat Siolim Marna, Siolim, Bardez, Goa, with effect from 02-06-2022, is legal and justified?

- (2) If not, what relief the workperson is entitled to?”

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 27th September, 2023.

**Order**

No. 28/25/2023-LAB/658

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Glenmark Pharmaceuticals Ltd., Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa and their workman, Shri Sunil Jadhav, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

**SCHEDULE**

- (1) Whether the action of the management of M/s. Glenmark Pharmaceuticals Limited, Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa, in terminating the services of Shri Sunil Jadhav, Assistant-Production, with effect from 13-02-2023, is legal and justified?

- (2) If not, what relief the workman is entitled to?

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 28th September, 2023.

**Order**

No. 28/26/2023-LAB/663

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Himgiri Casting Private Limited, Kundaim Industrial Estate, Kundaim, Ponda, Goa and its workmen, Shri Ratankar Gawde and 48 Others, represented by the Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

**SCHEDULE**

- (1) Whether the action of the management of M/s. Himgiri Casting Private Limited, Kundaim Industrial Estate, Kundaim, Ponda, Goa in deducting one day wages for the month of September, 2022 of the following workmen, is legal and justified?

Sr. No.	Name of the Worker	Designation
1	2	3
1.	Shri Ratankar Gawde	Helper.
2.	Shri Umakant Gawde	Helper.
3.	Shri Sandeep S. Naik	Operator.
4.	Shri Sandeep Phadte	Operator.
5.	Shri Sidha T. Shet	Operator.
6.	Shri Ankash Gawas	Operator.
7.	Shri Gokuldas Naik	Operator.
8.	Shri Dilip V. Sawant	Operator.
9.	Shri Sandeep Gawde	Operator.
10.	Shri Ragunath Gawde	Worker.
11.	Shri Uday Naik	Driver.
12.	Shri Ajay Mali	Worker.
13.	Shri Sharad Sutar	Worker.
14.	Shri Phirturama Rajbhare	Worker.
15.	Shri Semal Dey	Operator.
16.	Shri Philip Etwa Kerketta	Helper.
17.	Shri Kabi Chandra Das	Operator.
18.	Shri Mariyanus Soreng	Operator.
19.	Shri Dilber Sheikh	Helper.
20.	Shri Mansaram Rajbhar	Worker.
21.	Shri Rambadan Rajbhar	Worker.

1	2	3
22.	Shri Supat Burma	Operator.
23.	Smt. Lata Raya Gawde	Helper.
24.	Shri Raja Gawde	Helper.
25.	Smt. Reshma Jalmi	Helper.
26.	Shri Sudhir Kumar Sahu	Operator.
27.	Shri Gaddadar Mangaraj	Operator.
28.	Shri Charan Roytray	Helper.
29.	Shri Deepak Kalmiskar	Driver.
30.	Shri Maniram Rajbhar	Worker.
31.	Shri Nityanand Srichandra	Helper.
32.	Shri Mahinnath Roy	Operator.
33.	Shri Trinath Behra	Operator.
34.	Shri Babali Jena	Operator.
35.	Shri Narayan Rautraj	Operator.
36.	Shri Pranatanath Jujharasingh	Operator.
37.	Shri Bhola Rajbhar	Helper.
38.	Shri Ajit Dumdum	Worker.
39.	Shri Anil Rajbhar	Operator.
40.	Shri Laxman Paikaray	Helper.
41.	Shri Vijay Pawar	Machinist.
42.	Shri Dilip Kumar	Worker.
43.	Smt. Poonam Tigga	Helper.
44.	Shri Nityanand Naik	Driver.
45.	Shri Pintu Rajbhar	Worker.
46.	Shri Parmatma Rajbhar	Worker.
47.	Shri Bullete Rajbhar	Operator.
48.	Smt. Gokul Prasad	Inspector.
49.	Smt. Nalini Gawde	Helper.

- (2) If answer to issue No. (1) above is negative then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 28th September, 2023.

**Order**

No. 28/27/2023-LAB/665

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Marksans Pharma Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Goa and its workmen, represented by Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

#### SCHEDULE

- (1) Whether the action of the Management of M/s. Marksans Pharma Limited, Plot No. L-82, L-83, Verna Industrial Estate, Verna, Goa, in not conceding the following Demands raised by the President, Goa Trade and Commercial Workers' Union, Velho's Building, 2nd Floor, Opp. Municipal Garden, Panaji, Goa, is legal and justified?

##### Demand No. 1: Flat Rise and Basic Salary:

That the basic salary as well as the Special Allowance as existing on 31-08-2022 be added up with effect from 01-09-2022 and each worker be paid an additional Flat increase of Rs. 5,000/- per month which together will form the fresh basic salary to be placed and fitted in the respective Pay-Scales as given below w.e.f. 01-09-2022.

##### Demand No. 2: Pay Scales and Grades:

After due deliberations we have arrived at the conclusion that it is necessary to implement three (3) simple grades and pay scales wherein the workers will be placed as per their capability, qualification, years of services and ability. These Pay-Scales are elucidated as below and the annual increment will be payable as on 1st September every year:

GRADE	PAY-SCALES
W-1	30,000-900-34,500-1,120-40,100-1,405-47,125.
W-2	32,500-1,140-38,200-1,450-45,450-1,820-54,560.
W-3	35,000-1,400-42,000-1,900-51,500-2,575-64,375.

In the event an employee crosses the threshold of the respective pay-scale, he shall be eligible to the last drawn increment every year.

##### Demand No. 3: House Rent Allowance:

That each worker be eligible to House Rent Allowance (HRA) @ 50% on the new Basic salary with effect from 01-09-2022.

##### Demand No. 4: Conveyance Allowance:

That each worker be paid a Conveyance Allowance of 15% on the new Basic Salary with effect from 01-09-2022.

##### Demand No. 5: Special Seniority Weightage Increment:

That with effect from 01-09-2022, those workers who have completed 10 years or more of service shall be paid a Special Seniority Weightage of Rs. 2,500/- per month which shall be eligible for all direct and indirect benefits such as PF, Overtime, ESIC, Gratuity etc.

##### Demand No. 6: Variable Dearness Allowance (VDA):

That with effect from 01-09-2022 each worker be paid a Variable Dearness Allowance (VDA) @ Rs. 2.50/- per point rise over and above the base 8000 points AAICPI (1960=100). The Variable Dearness Allowance (VDA) should be revised once in every quarter.

##### Demand No. 7: Medical Allowance and Insurance:

That with effect from 01-09-2022 each worker be paid a Medical Allowance and Insurance in the following manner:

- Medical Allowance: That with effect from 01-09-2022 all the workmen who are out of ESIS coverage ought to be paid Medical Allowance @ 5% on the gross salary. (Basic + FDA + VDA).
- Incase a worker or his family members need to undergo special hospital care all the expenses shall be reimbursed and be paid for by the Company. To meet this objective, the company may work-out a Contributory Mediclaim Insurance Policy.
- If a worker suffers an accident "In the course of employment" the company shall ensure full treatment with paid leave till he/she recovers.
- Each employee should be insured on a 24 - hours basis to the extent of Rs. 5 Lakhs (Five Lakhs).
- That Medical Insurance for those workers out of ESIS should fully cover the entire family.
- That the Management should pay to each worker in Marksans Pharma an amount equivalent to Rs.1,000/- per month towards reimbursement of Medical Expenses (RME).

##### Demand No. 8: Leave Travel Allowance (LTA):

That with effect from 01-09-2022 each worker shall be entitled to Leave Travel Allowance at the rate of Rs. 20,000/- per annum.

Demand No. 9: Shift Allowance Snacks and Tea:

- (i) That w.e.f. 01-09-2022 each workperson be paid a Shift Allowance on the following basis:

2nd Shift – Rs. 75/- per shift.

3rd Shift – Rs. 100/- per shift.

- (ii) Those who work in the 1st, 2nd and 3rd shift should be provided with snacks and tea.

Demand No. 10: Loan Facilities:

That each workperson should be entitled to an interest-free loan of Rs. 2 Lakhs (Two Lakhs) for the construction of house, purchase of plot, higher education of children, his/her marriage, marriage of the children. This loan ought to be recovered in 50-equal installments. In case the loan remains unrecovered due to retirement, death, it should be recovered from the final dues payable to the workman.

Demand No. 11: Leave Facilities:

We demand the following Leave Facilities:

- (a) Privilege Leave ... 30 days per annum to be accumulated for a period of 150 days as at present.

- (b) Casual Leave ... 12 days per annum.

- (c) Sick Leave ... 15 days per annum to be accumulated for 30 days. Those workers who are outside the ESIS coverage should be eligible to 20 days sick leave.

- (d) Holidays ... 14 days per annum. The list of holidays must be finalized by the Management/Union at the beginning of every Calendar year. Restricted Holidays: 4 restricted holidays in a year.

- (e) Special Sick Leave ... 15 days in addition to those workmen who are outside the purview of ESIS Facility.

- (f) Leave Facilities to probationers:

The Probationers should be eligible to Casual and Sick –Leave during the probationary period.

Demand No. 12: Canteen facility and Lunch Allowance:

- (i) That the Company should provide a well-furnished fullfledged free canteen facility in the premises of the company. It is further demanded that the food provided in the canteen should be vegetarian as well as non-vegetarian. The Management and the Union should elect a "Managing Committee"

consisting of atleast 10 members that is (5) five from the Union and (5) five from the Management and the elected Committee should finalise the MENU of the company and also oversee the overall administration of the canteen.

- (ii) Food Subsidy:

That the Management should bear 70% of food charges, whereas the workers be required to pay 30% on food and snacks, tea should be free.

Demand No. 13: Rainwear and Safety Shoes:

That the workers should be issued Raincoat (pant and Shirt) every year in the month of May and a pair of gum-boots and one pair of footwear per year. OR, in the alternative, Rs. 1,000/- per year.

Demand No. 14: Bonus:

That each worker should be eligible to 20% Bonus on the Basic+VDA without any ceiling.

Demand No. 15: Provident Fund:

That the Management should contribute 12% Provident Fund on the Basic+VDA every month. The present system is of PF deduction exclusively from workers salaries towards Provident Fund should stop forthwith.

Demand No. 16: Annual Picnic:-

That the company should provide free food/free transport and beverages to all the workmen attending the picnic to all parts of Goa.

Demand No. 17: Retirement Age:

- (i) That the age of retirement/superannuation be kept/pegged at 60-years.

- (ii) Retirement Gifts:

When a worker retires from service, he should be presented with a 20gms of Gold Coin on behalf of the Company.

OR

In the alternative, every worker who retires be paid two months gross salary as retirement gift.

Demand No. 18: Gratuity:-

That the management should pay Gratuity at the rate of 30 days per every year of service.

Demand No. 19: Overtime:

- (a) That as and when a worker is required to work on overtime on Sunday/Holidays/Weekly-off days, he should be paid double the rate of wages viz. Basic+VDA with a paid compensatory-Off which should be allowed to be availed by the worker within 10 days of such work.



- (b) In case the management is unable to give a paid off due to exigencies of work, the workman should be allowed to accumulate the said paid off.
- (c) In the event when a worker exceeds 16 hours of duty due to exigencies of work, he shall be paid Overtime as above and be given a paid compensatory off consequently.
- (d) The workers demand that the weekly-off for all should be on Sundays.

Demand No. 20: Soap and Napkins:

Soaps and Napkins to be made available in the factory for hand-wash at all times (as and when required).

Demand No. 21: Practices/Privileges and existing facilities:

Those practices, privileges and existing facilities which have not been expressly provided in the Charter of Demands/Settlement but which are not being accorded or may in future be accorded to the employees shall not be discontinued.

Demand No. 22: Period of Settlement:

That the period of Settlement shall be for three years effective from 01-09-2022 to 31-08-2025.

Demand No. 23: Interim Relief:

The Union demands that should discussions on the Charter of Demands prolong beyond two months from the date of its receipt-each of the workers employed in Marksans Pharma Limited shall be paid an Interim-Relief @ Rs. 10,000/- per month with effect from 01-09-2022.

(2) If answer to issue No. (1) above is negative then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 28th September, 2023.

#### Order

No. 28/19/2023-LAB/666

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Glenmark Pharmaceuticals Limited, Plot No. S-7, Colvale Industrial Estate,

Colvale, Bardez, Goa and it's workman, Shri Amit Ajgaonkar, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

#### SCHEDULE

- (1) Whether the action of the management of M/s. Glenmark Pharmaceuticals Limited, Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa, in terminating the services of Shri Amit Ajgaonkar, Assistant-Production, with effect from 13-02-2023, is legal and justified?

- (2) If not, what relief the workman is entitled to?

By order and in the name of the Governor of Goa.

*Vivek Naik*, Under Secretary (Labour).

Porvorim, 28th September, 2023.

#### Order

No. 28/21/2023-LAB/667

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Glenmark Pharmaceuticals Limited, Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa and it's workman, Shri Umesh Gunjal, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

#### SCHEDULE

- "(1) Whether the action of the management of M/s. Glenmark Pharmaceuticals Limited,

Plot No. S-7, Colvale Industrial Estate, Colvale, Bardez, Goa, in terminating the services of Shri Umesh Gunjal, Assistant-Production, with effect from 13-02-2023, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 28th September, 2023.

#### Order

No. 24/4/2011-Lab-ESI (Vol.I)/671

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/28(1)/2023/291 dated 15-09-2023, Government is pleased to declare satisfactory completion of probation period as well as confirmation of the following Specialist/Doctor in E.S.I. Scheme, under the Office of the Commissioner, Labour & Employment with effect from the date of her completion of probation period:

Sr. No.	Name of the Official	Designation	Date of regular appointment	Date of completion of probation period
1.	Dr. Karishma Ashok Korgaonker	Junior Pathologist	08-05-2020	07-05-2022.

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 28th September, 2023.

#### Notification

No. 28/02/2023-LAB/Part-II/654

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 05-09-2023 in Ref. No. IT/12/2013 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 27th September, 2023.

IN THE INDUSTRIAL TRIBUNAL  
AND LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/12/2013

Shri Shankar S. Kerkar & 7 Others,  
Rep. by the President,  
Goa Trade and Commercial  
Worker's Union,  
Panaji-Goa  
V/s

..... Workmen/Party I.

1. M/s. Mahamaya,  
Shop No. 8-B, Kamat Towers,  
EDC Complex, Patto,  
Panaji-Goa ..... Employer/Party II(1).
2. M/s. G. K. B. Ophthalmics Ltd.,  
16-A, Thivim Industrial Estate,  
Karaswada, Mapusa-Goa ..... Party II(2).

Workmen/Party-I represented by Learned Advocate Shri Suhaas Naik.

Employer/Party-II(1) represented by Learned Adv. Shri P. J. Kamat.

Employer/Party II(2) represented by Learned Adv. Shri A. V. Nigalye.

#### AWARD

(Delivered on this the 5th day of the month of September of the year 2023)

By Order dated 09-07-2013, bearing No. 28/31/2013-Lab/473, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute for adjudication to this Tribunal:-

“(1) Whether the action of the Management of M/s. Mahamaya, Panaji a contractor to M/s. G. K. B. Ophthalmics Limited, Thivim Industrial Estate,

*Karaswada, Mapusa, Goa, in terminating the services of the following eight workmen, with effect from 26-03-2013, is legal and justified?*

- (1) *Shri Shankar S. Kerkar.*
- (2) *Shri Sachin N. Patkar.*
- (3) *Shri Girish Mayekar.*
- (4) *Shri Yogeh Govekar.*
- (5) *Shri Pravin Rawool.*
- (6) *Shri Deepak Rawool.*
- (7) *Shri Girish Shirodkar.*
- (8) *Shri Narendra Mayekar.*

(2) If not, what relief the workmen are entitled to?"

2. It came to be registered in this Tribunal as Reference No. IT/12/2013.

3. The Workmen/Party I has filed their Statement of Claim. Party II(1) has filed its Written Statement. Party I has filed their Rejoinder. During the course of proceedings, Party II(2) was impleaded. Party II(2) has filed its Written Statement. Party I has filed their Rejoinder to the Written Statement of Party II(2).

4. The case of Party I is that the workmen were employed by Party II(1) in the Factory of the Principal Employer, namely; G.K.B. Ophthalmics Ltd. at Karaswada, Mapusa-Goa/Party II(2). That the Workmen (Party I) were in continuous employment in the said Factory. That by Resolution dated 24-03-2013, all the workmen named in the present Order of Reference unionized themselves under the banner of the "Goa Trade & Commercial Workers' Union". That the 8 workmen who were actively involved in forming the Union were arbitrarily refused employment w.e.f. 26-03-2013. That this was done by Party II(1) in collusion and in consultation with Party II(2). That this was done in order to spread fear among the other unionized workmen. That the action of Party II(1) amounts to unfair labour practice. That all the workmen (Party I) are unemployed. That after terminating the services of Party I, Party II(1) has recruited new workmen. Therefore, it is prayed that the action of Party II(1) in refusing employment/termination of service of all the workmen named in the present Order of Reference be held to be illegal, unjust and bad in law. That all the workmen named in the Order of reference be reinstated back in service with full back wages, continuity in service and all other consequential benefits.

5. The case of the Party II(1) is that Party II(1) and M/s. G.K.B. Ophthalmics Limited/Party II(2) had entered in various Staffing Services Agreements.

That the last of such agreements were for a period of 11 months from 02-01-2012 to 01-01-2013. That this agreement was orally extended upto 31-03-2013. That under these agreements, Party II(1) was deploying trained workers to work in the Factory of M/s. G.K.B. Ophthalmics Limited/Party II(2). That upon the termination of the agreement between M/s. G.K.B. Ophthalmics Limited/Party II(2) and Party II(1), the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts. That the workers in the Order of Reference absented from work w.e.f. 26-03-2013. That the Workmen (Party I) also did not report to the Office of Party II(1) on 01-04-2013 as notified. That the Workmen (Party I) were engaged for a specific period of a contract which has been terminated. That Party II(1) has no option but to terminate the workmen w.e.f. 01-04-2013. It is denied that Party II(1) has recruited new workmen. That these workers have withdrawn their Provident Fund. It is denied that all the workmen named in the present Order of Reference are unionized.

6. It is denied that the Workmen(Party I) have been refused employment because they unionized themselves. It is denied that it amounts to unfair labour practice. It is denied that all the workmen (Party I) are unemployed. That the Goa Trade and Commercial Workers' Union has no locus standi to raise a dispute regarding the 8 workmen named in the Order of Reference. That Party I are not entitled to any relief.

7. Party I has stated in their Rejoinder to the Written Statement of Party II(1) that none of the workmen have withdrawn their Provident Fund. It is denied that the workmen were employed for a specific period of a contract which has been terminated. It is denied that all the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts as the work for which the workmen were recruited had come to an end. It is denied that the workmen in the Order of Reference absented from work w.e.f. 26-03-2013. It is denied that the Goa Trade & Commercial Workers' Union has no locus standi to raise a dispute on behalf of the 8 workmen named in the Order of Reference. Therefore, it is prayed that the reliefs sought in the Claim Statement be granted.

8. Party II(2) has filed its Written Statement. Party II(2) states that it has its Factory at Tivim Industrial Estate, Mapusa-Goa. That Party II(2) has permanent employees doing skilled and unskilled jobs. That Party II(2) also engages contractors for doing certain specific jobs. That one such contractor was Party II(1). That Party II(2) and Party II(1) entered

into a contract. That the contract was for a period of 11 months from 02-01-2012 to 01-01-2013 which was orally extended upto 31-03-2013.

9. That the performance of Party II(1) was unsatisfactory. That Party II(2) issued letter dated 01-03-2013 and terminated the contract with Party II(1) with effect from 31-03-2013. That Party II(1) was performing the contract by engaging its own workers. That Party II(2) was not concerned with the workmen of Party II(1). That on the termination of the contract, Party II(1) withdrew its workmen from the Factory premises. It is denied that Party I was in continuous employment of Party II(1) and Party II(2). It is denied that Party I were terminated from service because they were organizing themselves under a trade union. It is stated by Party II(2) (in Para 3 of the Written Statement) that the Order impleading Party II(2) is due to misappreciation of fact and law and the said Order and consequent summons are liable to be recalled. In Paras 4(a) to (h) of the Written Statement, Party II(2) states that Party II(2) is neither a necessary nor a proper Party. That there is no employer-employee relationship between Party II(2) and Party I. That the relationship between Party II(2) and Party II(1) was that of a Contractor and Principal Employer. That the contract has been terminated with effect from 31-03-2013. That all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. That Goa Trade and Commercial Workers' Union has no locus standi to espouse the claims of the Party I (Workmen). Therefore, it is prayed that it be held that impleading Party II(2) to these proceedings is bad-in-law and is not necessary to decide this reference.

10. In their Rejoinder to the Written Statement of Party II(2), Party I denies that impleadment of Party II(2) is due to misappreciation of facts and law and is liable to be recalled. It is denied that Party II(2) is neither a necessary nor a proper Party. It is denied that there is no employer-employee relationship between Party II(2) and Party I. It is denied that the contract between Party II(2) and Party II(1) has been terminated with effect from 31-03-2013. It is denied that all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. It is denied that the Goa Trade and Commercial Workers' Union have no locus standi to espouse the claim of Party I. It is denied that Party I are not entitled to any relief.

11. The following issues and additional issues were framed by this Tribunal:-

#### ISSUES

1. Whether the Party I/Union proves that the workmen to this reference were employed of Party II(1) in the Factory of the Principal Employer GKB Ophthalmics Ltd. and were in the continuous employment of Party II(1) in the Factory of the aforesaid Principal Employer at Karaswada, Mapusa, Goa?
2. Whether the Party I/Union proves that the Party II(2) in collusion and in consultation with the Principal Employer, illegally and unjustifiably refused employment to these workers w.e.f. 26-03-2013 in order to take revenge on them for unionizing under the Registered Trade Union?
3. Whether the Party I/Union proves that after refusing employment to these workmen, Party II(1) recruited new workers in the Factory of the Principal Employer at Karaswada, Mapusa, Goa?
4. Whether the Party I/Union proves that all the workmen are unemployed and do not have any source of income?
5. Whether the Party II(1) proves that the reference is bad-in-law and not maintainable as Party I did not raise the dispute with Party II(1) and also because Party I/Union has no locus standi to raise a dispute on behalf of the workmen named in the Order of Reference?
6. What relief? What Award?

#### Additional Issues:

- 4A. Whether the Party II(2) proves that impleading the Party II(2) is due to misappreciation of facts and/or law as contended in para 3 of the Written Statement of Party II(2)?
- 4B. Whether the Party II(2) proves that the reference is not maintainable as against the Party II(2) and the order impleading the Party II(2) is liable to be recalled/withdrawn on the grounds (a) to (h) of said para 4?
12. During the course of proceedings, Party I and Party II(1) have filed the following terms of Settlement (Exhibit 44 Colly):-

#### TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).

- II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/12/2013 and IT/16/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.
- III. The workmen agree to permit deduction of Rs. 450/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Mahamaya.
- IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.
- V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/12/2013 and IT/16/2013 for Award in terms of this settlement.
- VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.
13. Party I and Party II(1) have filed an application stating that an Award be passed in terms of the settlement.
14. I have gone through the records of the case and the Memorandum of Settlement at Exhibit 44 Colly and I am convinced that the Memorandum of Settlement are just and fair and are in the interest of the Workmen/Party I and the Employer/Party II(1) and therefore the same are accepted.

Hence I pass the following:-

#### ORDER

- (i) The reference in IT/12/2013 stands awarded as per the terms of Settlement filed by them at Exhibit 44 Colly.
- (ii) The terms of Settlement are as follows:-

#### TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).

- II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/12/2013 and IT/16/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.
- III. The workmen agree to permit deduction of Rs. 450/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor Mahamaya.
- IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.
- V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/12/2013 and IT/16/2013 for Award in terms of this settlement.
- VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.

(iii) No orders as to costs.

(iv) Inform Government accordingly.

Sd/-

(Anil Scaria),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

#### Notification

No. 28/02/2023-LAB/Part-I/655

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 05-09-2023 in Ref. No. IT/16/2013 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 27th September, 2023.

IN THE INDUSTRIAL TRIBUNAL  
AND LABOUR COURT  
GOVERNMENT OF GOA  
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/16/2013

Shri Dinesh V. Shetye & 55 Others,  
Rep. by the President,  
Goa Trade and Commercial  
Worker's Union,  
Panaji-Goa ..... Workmen/Party I.  
V/s

1. M/s. Mahamaya,  
Shop No. 8-B, Kamat Towers,  
EDC Complex, Patto,  
Panaji-Goa .... Employer/Party II(1).

2. M/s. G. K. B. Ophthalmics Ltd.,  
16-A, Thivim Industrial Estate,  
Karaswada, Mapusa-Goa .... Party II(2).

Workmen/Party-I represented by Learned Advocate  
Shri Suhaas Naik.

Employer/Party-II(1) represented by Learned Adv.  
Shri P. J. Kamat.

Employer/Party II(2) represented by Learned Adv.  
Shri A. V. Nigalye.

AWARD

(Delivered on this the 5th day of the month of  
September of the year 2023)

By Order dated 06-08-2013, bearing No. 28/35/  
/2013-Lab/549, the Government of Goa in exercise of  
powers conferred by Section 10(1)(d) of the Industrial  
Disputes Act, 1947, has referred the following  
dispute for adjudication to this Tribunal:-

“(1) Whether the action of the Management of M/s.  
Mahamaya, Shop B-6, Kamat Towers, Patto,  
Panaji in terminating the services of the below  
mentioned workmen, with effect from  
01-04-2013, is legal and justified?

- (1) Dinesh Vilas Shetye.
- (2) Devanand P. Shetye.
- (3) Sachin S. Halankar.
- (4) Rama M. Kadam.
- (5) Pradeep R. Gawas.
- (6) Rajat N. Parsekar.
- (7) Sneha U. Vaigankar.
- (8) Shilpa M. Gawade.
- (9) Babu B. Varang.
- (10) Vithal A. Satardekar.

- (11) Sandeep S. Dessai.
- (12) Divyanka P. Gawkar.
- (13) Gouresh V. Kasarpalkar.
- (14) Narayan Vaikunth Naik.
- (15) Vithal Uttam Mamlekar.
- (16) Rupesh M. Gad.
- (17) Shirvprasad C. Karpe.
- (18) Dhondi P. Warang.
- (19) Anant H. Sawant.
- (20) Prashant V. Satarkekar.
- (21) Vithal D. Kadam.
- (22) Bhagwan P. Mestri.
- (23) Rama V. Kadam.
- (24) Siddhant D. Dangi.
- (25) Vithal A. Satardekar.
- (26) Uday V. Kinalkar.
- (27) Rama P. Kinalkar.
- (28) Sanjay R. Manerikar.
- (29) Laxmiprasad M. Pednekar.
- (30) Shiva J. Matnekar.
- (31) Nitesh B. Shingadi.
- (32) Govind N. Pandit.
- (33) Shilpa M. Sawant.
- (34) Devendra D. Goltekar.
- (35) Gurudas D. Parab.
- (36) Minesh B. Naik.
- (37) Mkrand M. Manjrekar.
- (38) Arun N. Bhagat.
- (39) Mandar M. Mestry.
- (40) Amar P. Asolkar.
- (41) Ladu B. Rane.
- (42) Vocky K. Kadam.
- (43) Sandesh S. Vengurlekar.
- (44) Prakash B. Rawool.
- (45) Amit V. Kadam.
- (46) Mohan V. Mulik.
- (47) Sandeep D. Sawant.
- (48) Hanumant K. Govekar.
- (49) Pandurang G. Vardam.
- (50) Pravin N. Tarpe.
- (51) Salil S. Shetkar.
- (52) Yatin G. Gawas.
- (53) Sangam J. Arondekar.
- (54) Vishanti V. Bhonsle.
- (55) Pramod A. Kudav.

(2) *If not, what relief the workmen are entitled to?"*

2. It came to be registered in this Tribunal as Reference No. IT/16/2013.

3. The Workmen/Party I has filed their Statement of Claim. Party II(1) has filed its Written Statement. Party I has filed their Rejoinder. During the course of proceedings, Party II(2) was impleaded. Party II(2) has filed its Written Statement. Party I has filed their Rejoinder to the Written Statement of Party II(2).

2. The case of Party I is that the workmen were employed by Party II(1) in the Factory of the Principal Employer, namely; G.K.B. Ophthalmics Ltd. at Karaswada, Mapusa-Goa/Party II(2). That the Workmen (Party I) were in continuous employment in the said Factory. That by Resolution dated 24-03-2013, all the workmen named in the present Order of Reference unionized themselves under the banner of the "Goa Trade & Commercial Workers' Union". That the 55 workmen who were actively involved in forming the Union were arbitrarily refused employment w.e.f. 01-04-2013. That this was done by Party II(1) in collusion and in consultation with Party II(2). That this was done in order to spread fear among the other unionized workmen. That the action of Party II(1) amounts to unfair labour practice. That all the workmen (Party I) are unemployed. Therefore, it is prayed that the action of Party II(1) in refusing employment/termination of service of all the workmen named in the present Order of Reference be held to be illegal, unjust and bad in law. That all the workmen named in the Order of reference be reinstated back in service with full back wages, continuity in service and all other consequential benefits.

5. The case of the Party II(1) is that Party II(1) and M/s. G.K.B. Ophthalmics Limited/Party II(2) had entered in various Staffing Services Agreements. That the last of such agreements were for a period of 11 months from 02-01-2012 to 01-01-2013. That this agreement was orally extended upto 31-03-2013. That under these agreements, Party II(1) was deploying trained workers to work in the Factory of M/s. G.K.B. Ophthalmics Limited/Party II(2). That upon the termination of the agreement between M/s. G.K.B. Ophthalmics Limited/Party II(2) and Party II(1), the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts. That the workmen at Sr. Nos. 1, 4, 7, 17, 21, 23, 33, 34, 41, 43, 50, 52 and 54 in the Order of Reference have withdrawn their Provident Fund with clear reason that they have left the services for better prospect. That the Workmen (Party I) did not report to the Office of Party II(1) on 01-04-2013 as notified. That the Workmen (Party I) were engaged for a specific period

of a contract which has been terminated. That Party II(1) has no option but to terminate the workmen w.e.f. 01-04-2013. It is denied that all the workmen named in the present Order of Reference are unionized.

6. It is denied that the Workmen (Party I) have been refused employment because they unionized themselves. It is denied that it amounts to unfair labour practice. That the persons at Sr. Nos. 2, 3, 5, 8, 13, 15, 16, 18, 19, 20, 25, 28, 30, 31, 32, 35, 36, 39, 40, 42, 44, 45, 46, 48, 51, and 53 of the Schedule to the Order of Reference were not the employees of the Party II(1) at the time of termination of contract by the Principal Employer. That Party II(1) has not terminated the services of the other workmen at Sr. Nos. 1, 4, 6, 7, 9, 10, 11, 14, 17, 21, 22, 23, 24, 26, 27, 28, 33, 34, 37, 38, 41, 43, 47, 48, 49, 50, 52, 54 and 55. It is denied that all the workmen (Party I) are unemployed. That the Goa Trade and Commercial Workers' Union has no locus standi to raise a dispute regarding the 55 workmen named in the Order of Reference. That Party I are not entitled to any relief.

7. Party I has stated in their Rejoinder to the Written Statement of Party II(1) that none of the workmen have withdrawn their Provident Fund. It is denied that the workmen were employed for a specific period of a contract which has been terminated. It is denied that all the workmen were instructed to report to the Office of Party II(1) from 01-04-2013 to settle their accounts as the work for which the workmen were recruited had come to an end. It is denied that the Goa Trade & Commercial Workers' Union has no locus standi to raise a dispute on behalf of the 55 workmen named in the Order of Reference. It is denied that the persons at Sr. Nos. 2, 3, 5, 8, 13, 15, 16, 18, 19, 20, 25, 28, 30, 31, 32, 35, 36, 39, 40, 42, 44, 45, 46, 48, 51 and 53 at the Schedule to the Order of Reference were not the employees of Party II at the time of termination of contract by the Principal Employer. It is denied that the other workers were not terminated. It is denied that the workers at Sr. Nos. 1, 4, 7, 17, 21, 23, 33, 34, 41, 43, 50, 52 and 54 in the Order of Reference have also withdrawn their Provident Fund with clear reason that they have left the services for better prospects. Therefore, it is prayed that the reliefs sought in the Claim Statement be granted.

8. Party II(2) has filed its Written Statement. Party II(2) states that it has its Factory at Tivim Industrial Estate, Mapusa-Goa. That Party II(2) has permanent employees doing skilled and unskilled jobs. That Party II(2) also engages contractors for doing certain specific jobs. That one such contractor was Party II(1). That Party II(2) and Party II(1) entered into a contract. That the contract was for a period of 11 months from 02-01-2012 to 01-01-2013 which was orally extended upto 31-03-2013.

9. That the performance of Party II(1) was unsatisfactory. That Party II(2) issued letter dated 01-03-2013 and terminated the contract with Party II(1) with effect from 31-03-2013. That Party II(1) was performing the contract by engaging its own workers. That Party II(2) was not concerned with the workmen of Party II(1). That on the termination of the contract, Party II(1) withdrew its workmen from the Factory premises. It is denied that Party I was in continuous employment of Party II(1) and Party II(2). It is denied that Party I were terminated from service because they were organizing themselves under a trade union. It is stated by Party II(2) (in Para 3 of the Written Statement) that the Order impleading Party II(2) is due to misappreciation of facts and law and the said Order and consequent summons are liable to be recalled. In Paras 4(a) to (h) of the Written Statement, Party II(2) states that Party II(2) is neither a necessary nor a proper Party. That there is no employer-employee relationship between Party II(2) and Party I. That the relationship between Party II(2) and Party II(1) was that of a Contractor and Principal Employer. That the contract has been terminated with effect from 31-03-2013. That all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. That Goa Trade and Commercial Workers' Union has no locus standi to espouse the claims of the Party I (Workmen). Therefore, it is prayed that it be held that impleading Party II(2) to these proceedings is bad-in-law and is not necessary to decide this reference.

10. In their Rejoinder to the Written Statement of Party II(2), Party I denies that the Order impleading Party II(2) is due to misappreciation of facts and law and is liable to be recalled. It is denied that Party II(2) is neither a necessary nor a proper Party. It is denied that there is no employer-employee relationship between Party II(2) and Party I. It is denied that the contract between Party II(2) and Party II(1) has been terminated with effect from 31-03-2013. It is denied that all the workmen have settled the matter with Party II(1) and have also withdrawn their Provident Fund. It is denied that the Goa Trade and Commercial Workers' Union have no locus standi to espouse the claim of Party I. It is denied that Party I are not entitled to any relief.

11. The following issues and additional issues were framed by this Tribunal:-

#### ISSUES

1. Whether the Party I/Workmen prove that they were employed in the Factory of the Principal Employer, GKB Ophthalmics Ltd. and were in continuous employment of Party II(1)?

2. Whether the Party I/Workmen prove that they have been refused employment in collusion and in consultation with the Principal Employer, GKB Ophthalmics Ltd. w.e.f. 01-04-2013 without assigning any justified reasons of whatsoever nature?
3. Whether the Party I/Workmen prove that refusal of employment to them is illegal, unjustified, bad in law and it also amounts to Unfair Labour Practice?
4. Whether the Party II(1) proves that the reference is bad-in-law and is not maintainable as no dispute was raised against Party II(1) by the Party I or by any of the persons mentioned in the Order of Reference and also because Party I/Union has no locus standi to raise a dispute on behalf of the persons named in the reference?
5. Whether the Party II(1) proves the reference is bad in law and is not maintainable as the persons at Sr. Nos. 2, 3, 5, 8, 12, 13, 15, 16, 18, 19, 20, 25, 28, 30, 31, 32, 35, 36, 39, 40, 42, 44, 45, 46, 48, 51 and 53 of the schedule were not the employees of Party II(1) at the time of termination of the contract by the Principal Employer?
6. Whether the Party II(1) proves that the reference is bad in law and is not maintainable as the services of the workmen at Sr. Nos. 1, 4, 6, 7, 9, 10, 11, 14, 17, 21, 22, 23, 24, 26, 27, 29, 33, 34, 37, 38, 41, 43, 47, 49, 50, 52, 54 and 55 in the order of the reference are not terminated by them?
7. Whether the Party II(1) proves that the workers of Sr. Nos. 1, 4, 7, 17, 21, 23, 33, 34, 41, 43, 50, 52, & 54 have settled the matter and have also withdrawn their Provident Fund with clear reason that they have left the services for better prospects?
8. Whether the Party II(1) proves that upon termination of contract by the Principal Employer vide letter dated 01-03-13, it had notified to their said workers that it shall withdraw its employees from the establishment of the Principal Employer w.e.f. 01-04-13 and had instructed them to report its office for further instructions?
9. What relief? What Award?

#### Additional Issues:

- 4A. Whether the Party II(2) proves that impleading the Party II(2) is due to misappreciation of facts and/or law as contended in para 3 of the Written Statement of Party II(2)?



4B. Whether the Party II(2) proves that the reference is not maintainable as against the Party II(2) and the order impleading the Party II(2) is liable to be recalled/withdrawn on the grounds (a) to (h) of said para 4?

10. During the course of proceedings, Party I and Party II(1) have filed the following terms of Settlement (Exhibit 48 Colly):-

#### TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).
- II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/12/2013 and IT/16/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.
- III. The workmen agree to permit deduction of Rs. 450/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Mahamaya.
- IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.
- V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/12/2013 and IT/16/2013 for Award in terms of this settlement.
- VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.

13. Party I and Party II(1) have filed an application stating that an Award be passed in terms of the settlement.

14. I have gone through the records of the case and the Memorandum of Settlement at Exhibit 48

Colly and I am convinced that the Memorandum of Settlement are just and fair and are in the interest of the Workmen/Party I and the Employer/Party II(1) and therefore the same are accepted.

Hence I pass the following:-

#### ORDER

- (i) The reference in IT/16/2013 stands awarded as per the terms of Settlement at Exhibit 48 Colly.
- (ii) The terms of Settlement are as follows:-

#### TERMS OF THE SETTLEMENT

- I. The Parties agree that since the contract of Contractor was terminated w.e.f. 01-04-2013 and that the workmen were not willing to accept the job elsewhere, the workmen do not press for reinstatement with the Party II(1) and/or Party II(2).
- II. It is further agreed between the Parties that all the workmen who are parties to the references No. IT/12/2013 and IT/16/2013 shall be paid a consolidated amount of Rs. 15,000/- per worker in full and final settlement of all their claims.
- III. The workmen agree to permit deduction of Rs. 450/- each from the gross amount payable to each workperson and pay the said deducted amount towards Union fund on or before 31-08-2023 and the Cheque will be drawn in favour of "Goa Trade & Commercial Workers' Union", Panaji, Goa, by the Contractor, Mahamaya.
- IV. It is agreed between the Parties that the amount payable by the Contractor to the workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the workmen against the Contractor including claims for compensation for loss of office or otherwise whatsoever.
- V. The Parties agree that these consent terms shall be filed in pending Reference No. IT/12/2013 and IT/16/2013 for Award in terms of this settlement.
- VI. The Management of Contractor shall pay the amount agreed, after deducting the Union fund, to the workmen directly as and when they approach the Contractor against a valid receipt.
- (iii) No orders as to costs.
- (iv) Inform Government accordingly.

Sd/-

(Anil Scaria),  
Presiding Officer,  
Industrial Tribunal and  
Labour Court.

## Department of Personnel

## Order

No. 6/5/2023-PER/3721

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the Officer	Posted as
1.	Shri Narayan M. Gad, Commissioner of Excise with additional charge of Additional Commissioner of Excise and Director, Small Savings and Lotteries	Director of Mines with additional charge of Director, Small Savings and Lotteries.
2.	Shri Brijesh D. Manerkar, Director (Training), GIPARD	Managing Director, Goa Human Resource Development Corporation.

The officers appointed on ex-cadre deputation post shall be governed by the standard terms of deputation, as amended from time to time.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 26th September, 2023.

## Order

No. 7/27/2022-PER/3722

The Governor of Goa is pleased to transfer and post Ms. Ankita Mishra, IAS (AGMUT:2018), Special Secretary (Revenue) as Commissioner of Excise with additional charge of Chief Executive Officer, Entertainment Society of Goa, with immediate effect.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 26th September, 2023.

## Order

No. 7/7/2020-PER(A)/3724

Dr. Suresh Shanbhogue shall hold the charge of Director (Training), GIPARD with immediate effect.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).

Porvorim, 26th September, 2023.

## Order

No. 13/09/2023-PER/3741

Whereas, Government vide Order No. 13/09/2023-PER/1262 dated 28-04-2023 had granted extension in service to Dr. Sushila Mendes, Professor in History, Government College of Arts, Science and Commerce, Quepem beyond the date of her superannuation for a period of one year w.e.f. 01-05-2023 to 30-04-2024, in public interest subject to vigilance clearance, concurrence of Finance Department and approval of Council of Ministers;

And whereas, the Vigilance Department has submitted vigilance clearance stating that, no disciplinary proceedings/vigilance cases are pending or being contemplated against Dr. Sushila Mendes;

And whereas, the Finance Department vide its U.O. No. 1400093786 dated 29-07-2023, concurred the proposal for grant of extension in service to Dr. Sushila Mendes, Professor in History, Government College of Arts, Science and Commerce, Quepem subject to Cabinet approval and adherence of all Rules in force;

And whereas, the Council of Ministers in its XXXIst meeting held on 08-09-2023 resolved to grant ex-post facto approval for extension in service to Dr. Sushila Mendes, Professor in History, Government College of Arts, Science and

Commerce, Quepem beyond the date of her superannuation for a period of one year w.e.f. 01-05-2023 to 30-04-2024, in public interest;

Now, therefore, the Government is pleased to confirm the Order No. 13/09/2023-PER/1262 dated 28-04-2023 granting extension in service to Dr. Sushila Mendes, Professor in History, Government College of Arts, Science and Commerce, Quepem beyond the date of her superannuation for a period of one year w.e.f. 01-05-2023 to 30-04-2024, in public interest.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).  
Porvorim, 27th September, 2023.

---

**Order**

No. 7/17/2022-PER/3756

Read: Order No. 14020/01/2023-UTS.I dated 08-06-2023.

The Governor of Goa is pleased to relieve Ms. Mamu Hage, IAS (AGMUT:2017), Collector, North w.e.f. 29-09-2023 (a. n.) from the State Administration to join her new place of posting at Arunachal Pradesh.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 28th September, 2023.

---

**Order**

No. 7/17/2022-PER/3757

The Governor of Goa is pleased to post Smt. Sneha S. Gitte, IAS (AGMUT:2019), as Collector, North with additional charge of Director (Environment) and Member Secretary, Goa Coastal Zone Management Authority, w.e.f. 29-09-2023 (a. n.).

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 28th September, 2023.

---

**Order**

No. 7/17/2022-PER/3758

Shri Prasad Lolayekar, IAS (AGMUT:2014), Secretary (Education) holding additional charge of

Director (Higher Education), shall hold additional charge of Director of Vigilance, w.e.f. 29-09-2023 (a. n.).

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 28th September, 2023.

---

**Order**

No. 6/8/2022-PER/3766

Shri Prasad G. Volvoikar, Director, Public Grievances, shall hold the charge of Director of Animal Husbandry & Veterinary Services, in addition to his own duties, with immediate effect.

This issues on the recommendation of the Goa Services Board.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).  
Porvorim, 28th September, 2023.

---

**Order**

No. 7/3/92-PER (Vol.I)/Part/3767

Dr. Agostinho A. R. Misquita, shall hold the charge of Managing Director, Goa Meat Complex with immediate effect.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).  
Porvorim, 28th September, 2023.

---

**Order**

No. 13/19/2023-PER/3771

The Governor of Goa is pleased to grant extension in service to Smt. Angelica Lianne Sarita Odette Da Silva, Chief Engineer II, Public Works Department beyond the date of her superannuation for a period of six months w.e.f. 01-10-2023 to 31-03-2024, in public interest. This order is subject to Vigilance Clearance from Vigilance Department, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).  
Porvorim, 29th September, 2023.

**Order**

No. 13/06/2023-PER/3775

The Governor of Goa is pleased to grant further extension in service to Shri Krishnakant Patil, Superintending Engineer, Water Resources Department, beyond the date of his superannuation for a period of six months w.e.f. 01-10-2023 to 31-03-2024, in public interest. This order is subject to Vigilance Clearance from Vigilance Department, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).  
Porvorim, 29th September, 2023.

**Order**

No. 13/05/2023-PER/3776

The Governor of Goa is pleased to grant further extension in service to Shri Bossuet F. De A. M. Silva, Superintendent of Police, Goa Police Services, beyond the date of his superannuation for a period of six months w.e.f. 01-10-2023 to 31-03-2024, in public interest. This order is subject to Vigilance Clearance from Vigilance Department, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).  
Porvorim, 29th September, 2023.

**Department of Revenue****Notification**

No. 28/4/7/2022/RD-I/1113

In exercise of the powers conferred by the second proviso to Clause (ii) of sub-section (6) of Section 32 of the Goa Land Revenue Code, 1968 (Act No. 9 of 1969), the Government of Goa hereby exempts the Diocesan Society of Education, St. John of the Cross High School, Sanquelim, Bicholim-Goa, a society registered under the Societies Registration Act, 1860 (Act

No. 21 of 1860) before the Office of the Registrar of Societies, Goa, Daman and Diu, Panaji under No. 466/1974 dated 13-05-1974, from the payment of fees amounting to Rs. 14,77,500/- (Rupees Fourteen lakhs seventy seven thousand and five hundred only) payable under the said Code for conversion of the land admeasuring an area of 4925 sq. mts., surveyed under Survey Nos. 27/1, 27/2, 27/3, 27/4, 27/5 and 27/6 of Village Cassabe de Sanquelim of Bicholim Taluka, District North Goa, State of Goa, subject to the condition that the said land shall be used exclusively for the purpose of Educational Institution.

By order and in the name of the Governor of Goa.

*Durga Kinlekar*, Under Secretary (Revenue-I).  
Porvorim, 27th September, 2023.

**Department of Skill Development & Entrepreneurship**

Directorate of Skill Development & Entrepreneurship

**Order**

No. 2/123/DSDE/EST/2023/Vol-II/2021

On the recommendation of Goa Public Service Commission vide their communication No. COM/II/11/60(1)/2023/235 dated 10-08-2023, Government is pleased to promote Shri Kapil P. Aigal, Principal (Jr. Scale), to the post of Principal, Senior Scale (Grade-A) (Group "A" Gazetted) in the pay scale of Rs. 15,600-39,100+ G.P Rs. 5,400/- (Pay Matrix Level 10 as per 7th Pay Commission) on regular basis and post him at Bicholim Government Industrial Training Institute, with immediate effect.

Shri Aigal shall be on probation for a period of two years.

The above promotion is made against the vacant post created vide order No. 13/5/DSDE/EST/CREATION/2021/525 dated 02-06-2022.

The expenditure towards his salary shall be debited to the Budget Head "2230—Labour and Employment, 03—Training, 101—ITI, 05—Skill Development of World Bank Project (Plan), 01—Salaries".

By order and in the name of the Governor of Goa.

*S. S. Gaonkar*, Director (Skill Development & Entrepreneurship) & ex officio Jt. Secretary.

Panaji, 27th September, 2023.

## Department of Town &amp; Country Planning

## Notification

## Notification

No. 36/18/102/17(2)/Tivim/262/20/TCP/2023/302

Whereas, the Department is in receipt of an application dated 11-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 7325 m<sup>2</sup>, surveyed under Survey No. 262, sub-division No. 20 of Village Tivim, Bardez Taluka, District North Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of the plot of land surveyed under Survey No. 262, sub-division No. 20 of Village Tivim, Bardez Taluka admeasuring an area of 1743 m<sup>2</sup> only which is earmarked as Orchard as per RPG-2021, to Settlement zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 1743 m<sup>2</sup>, surveyed under Survey No. 262, sub-division No. 20, of Village Tivim, Bardez Taluka, District North Goa, State of Goa which is earmarked as Orchard as per RPG-2021 is hereby corrected as Settlement zone.

*Rajesh J. Naik*, Chief Town Planner (Administration/Planning).

Panaji, 28th September, 2023.

No. 36/18/107/17(2)/Tivim/262/25/TCP/2023/303

Whereas, the Department is in receipt of an application dated 11-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 2650 m<sup>2</sup>, surveyed under Survey No. 262, sub-division No. 25 of Village Tivim, Bardez Taluka, District North Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of the plot of land surveyed under Survey No. 262, sub-division No. 25 of Village Tivim, Bardez Taluka admeasuring an area of 840 m<sup>2</sup> only which is earmarked as Orchard as per RPG-2021, to Settlement zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 840 m<sup>2</sup>, surveyed under Survey No. 262, sub-division No. 25, of Village Tivim, Bardez Taluka, District North Goa, State of Goa which is earmarked as Orchard as per RPG-2021 is hereby corrected as Settlement zone.

*Rajesh J. Naik*, Chief Town Planner (Administration/Planning).

Panaji, 28th September, 2023.

**Notification**

No. 36/18/95/17(2)/SJDA/73/1-I/TCP/2023/305

Whereas, the Department is in receipt of an application dated 11-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 535 m<sup>2</sup>, surveyed under Survey No. 73, sub-division No. 1-I, of Village Sao Jose De Areal, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of plot of land surveyed under Survey No. 73, sub-division No. 1-I of Village Sao Jose De Areal, Salcete Taluka admeasuring an area of 535 m<sup>2</sup> only which is earmarked as Play Ground as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 535 m<sup>2</sup>, surveyed under Survey No. 73, sub-division No. 1-I, of Village Sao Jose De Areal, Salcete Taluka, District South Goa, State of Goa which is earmarked as Play Ground as per RPG-2021 is hereby corrected as Settlement Zone.

*Rajesh J. Naik*, Chief Town Planner (Administration/Planning).

Panaji, 3rd October, 2023.

**Notification**

No. 36/18/98/17(2)/Curtorim/451/16TCP/2023/306

Whereas, the Department is in receipt of an application dated 17-05-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 150 m<sup>2</sup>, surveyed under Survey No. 451, sub-division No. 16, of Village Curtorim, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of plot of land surveyed under Survey No. 451, sub-division No. 16 of Village Sao Jose De Areal, Salcete Taluka admeasuring an area of 150 m<sup>2</sup> only which is earmarked as Paddy Field as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 150 m<sup>2</sup>, surveyed under Survey No. 451, sub-division No. 16, of Village Curtorim, Salcete Taluka, District South Goa, State of Goa which is earmarked as Paddy Field as per RPG-2021 is hereby corrected as Settlement zone.

*Rajesh J. Naik*, Chief Town Planner (Administration/Planning).

Panaji, 3rd October, 2023.

**Notification**

No. 36/18/106/17(2)/Raia/139/1/M/TCP/2023/307

Whereas, the Department is in receipt of an application dated 31-05-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 1638 m<sup>2</sup>, surveyed under Survey No. 139, sub-division No. 1 (Part), of Village Raia, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of plot of land surveyed under Survey No. 139, sub-division No. 1 Block M of Village Raia, Salcete Taluka admeasuring an area of 1638 m<sup>2</sup> only which is earmarked as Paddy Field as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of the plot of land admeasuring an area of 1638 m<sup>2</sup>, surveyed under Survey No. 139, sub-division No. 1 Block M, of Village Raia, Salcete Taluka, District South Goa, State of Goa which is earmarked as Paddy Field as per RPG-2021 is hereby corrected as Settlement Zone.

*Rajesh J. Naik*, Chief Town Planner (Administration/Planning).

Panaji, 3rd October, 2023.

**Department of Women & Child Development**  
**Directorate of Women & Child Development**
**Notification**

No. 4-19-96-SWO/WCD/5355

In exercise of the powers conferred under Section 4 of the Goa State Commission for Women Act, 1996 (Goa Act 10 of 1996) (hereafter called as the "said Act") read with Rule 3 of the Goa State Commission for Women Rules, 1997, the Government of Goa, hereby appoints the following members for the Goa State Commission for Women to exercise the powers conferred on and to perform the functions assigned to it, under the said Act, and Rules namely:

1. Smt. Delilah Lobo, MLA, — Member.  
Siolim Assembly Constituency,  
House No. 181/15, Bhatti Vaddo,  
Parra, Bardez-Goa
2. Dr. Prita Mallya, Principal, — Member.  
VVM's Shree Damodar College  
of Commerce & Economics,  
Margao, Goa
3. Dr. Vrinda Borkar, Principal, — Member.  
S. S. Dempe College of Arts  
& Science, Panaji, Goa
4. Smt. Aruna Dhuri, representing — Member.  
an NGO "Janjagruti",  
Quepem, Goa
5. Dr. Jyoti Sawant, r/o Sarvan, — Member.  
Karapur, Bicholim, Goa
6. Smt. Ketaki Parab Gadekar, — Member.  
Prapti residency, G1 Zosh  
Wado, Near Succoro Church,  
Porvorim
7. Adv. Siddhi Parodkar, — Member.  
Green Empire,  
Row House No. 10,  
Matt Road, Gogol,  
Margao-Goa

The tenure of the above members shall be for the three years from the date of its constitution.

By order and in the name of the Governor of Goa.

*Sangeeta M. Porob*, Director & ex officio  
Jt. Secretary (Directorate of Women and Child Development).

Panaji, 3rd October, 2023.

[www.goaprintingpress.gov.in](http://www.goaprintingpress.gov.in)

Published and Printed by the Director, Printing & Stationery,  
Government Printing Press,  
Mahatma Gandhi Road, Panaji-Goa 403 001.

**PRICE—Rs. 23.00**

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—241/80—10/2023.